



REQUEST FOR QUOTATION FOR GOODS AND SERVICES FOR AIR TRAFFIC AND NAVIGATION SERVICES

RFQ REFERENCE NUMBER:	ATNS/FAMM/FAPN/RFQ13/11/2022/23
ISSUE DATE:	24 November 2022
CLOSING DATE:	1 December 2022
CLOSING TIME:	15h00, CAT
COMPULSORY BRIEFING SESSION:	N/A
QUOTATION VALIDITY PERIOD:	90 Days
DESCRIPTION:	APPOINTMENT OF A SUITABLE SERVICE PROVIDER FOR SUPPLY AND DELIVERY OF REFRESHMENTS TO ATNS MAFIKENG AIRPORT CONTROL TOWER CENTER AND PILANESBERG AIRPORT CONTROL TOWER CENTER – FOR A PERIOD OF TWELVE (12) MONTHS AS AND WHEN REQUIRED
RFQ DOCUMENTS MAY BE ADDRESSED TO:	Procurement Officer: Simphiwe Qwabe Email address: Simphiweq@atns.co.za NB: Please note our emails can only receive documents that are less 5MB, if documents are more, please send them in separate emails
REQUIRED RETURNABLE DOCUMENTS	<ul style="list-style-type: none"> • Valid Tax Pin Status • Valid BEE Certificate or Sworn Affidavit – Certified • Banking Details with a Bank Stamp • CSD Report • Completed SBD Forms • Quotation on The Company Letterhead • CK Documents
MANDATORY RETURNABLE	<ul style="list-style-type: none"> • PROOF OF UTILITY BILL / LEASE



<p>DOCUMENTS:</p> <p><i>NB: FAILURE TO SUBMIT ALL OF THESE DOCUMENTS WILL RESULT ON YOUR QUOTATION BEING DISQUALIFIED.</i></p>	<p>AGREEMENT – THE ABOVE DOCUMENT MUST HAVE THE COMPANY NAME OR DIRECTOR’S NAME. THIS ADDRESS WILL BE CONFIRMED ON CK AND CSD REPORT. THE SUPPLIER MUST RESIDE IN THE NORTH WEST PROVINCE.</p>
<p style="text-align: center;"><u>PLEASE NOTE:</u></p> <p style="text-align: center;">ATNS RESERVES THE RIGHT TO APPOINT MORE THAN ONE SERVICE PROVIDERS</p>	
<p>PROCUREMENT OFFICER:</p>	<p>Simphiwe Qwabe</p>
<p>TELEPHONE:</p>	<p>011 607 1475</p>
<p>E-MAIL:</p>	<p>SimphiweQ@atns.co.za</p>
<p>The ATNS requests your quotations on the services listed hereunder and/or on the available RFQ forms. Please furnish all information as requested and return your proposal on the date stipulated. Late and incomplete / missing documentations will invalidate the proposal submitted. ATNS is not obliged to accept the lowest or any submission received. ATNS reserves the rights to accept the whole or any portion of a quotation.</p> <p>This RFQ will be evaluated on the basis of the 80:20-point system as stipulated in the ATNS’ Procurement Policies and Procedures.</p>	



BIDDING STRUCTURE

Indicate the type of Bidding/Tendering Structure by marking with an 'X'	
Individual Bidder	
Joint Venture	
Consortium	
With Sub-Contractors	
Other	
If Individual:	
Name of Bidder	
Registration Number	
VAT Registration Number	
Contact Person	
Telephone Number	
Fax Number	
Cell Number(s)	
E-mail Address	
Postal Address	
Physical Address	
If Joint Venture or Consortium, indicate the name/s of the partners:	
Company Name	
Registration Number	
VAT Registration Number	
Contact Person	
Telephone Number	
E-mail Address	
Fax Number	
Postal Address	
Physical Address	



ANNEXURE A: SCOPE OF WORK

1. PURPOSE OF THE REQUEST FOR QUOTATIONS

1.1 Air Traffic and Navigation Services SOC (herein this document referred to as “ATNS”) seeks to identify and appoint a suitable supplier for the supply and delivery of refreshments to ATNS Mafikeng Airport Control Tower Center and Pilanesberg Airport Control Tower Center – for a period of twelve (12) months **as and when required**.

1.2 The purpose of this RFQ is to contract with a suitably qualified supplier with specific product knowledge and the requisite capacity to execute this project within the desired quality, scope, timeframe, and cost-effectiveness for ATNS

2. EXTENT OF WORK

2.1 SCOPE OF WORK

To appoint a suitable Service provider to provide refreshments at **Mafikeng Airport Control Tower Center and Pilanesberg Airport Control Tower Center**.

2.2 COLLECTION AND DELIVERIES

- Deliveries must take place within 7 working days of placing an official order, except in emergency circumstances; delivery must be immediate.
- The service provider shall at all times remain fully and solely responsible for the timeous delivery of service/goods to ATNS.
- Delivery of products must include the off-loading thereof at the service provider’s own risk and cost to the designated delivery addresses as indicated above.
- Service provider must supply and ensure their own labor for the offloading of the products at the designated ATNS sites.
- An official order must be issued before any delivery may be made to **Mafikeng Airport Control Tower Center and Pilanesberg Airport Control Tower Center**, unless in an emergency.
- Refreshments to be delivered at the Address listed here as to Annexure D.



2.3 QUALITY

2.3.1 Quality Standards

- If, in the sole judgment of ATNS, the delivered items are determined not to be within SABS/SANS national specifications, the supplier will be requested to replace the items with the items that complies with SABS/SANS national specifications immediately at no additional cost to ATNS.
- ATNS may from time to time test the quality of the products and services, non-compliance may result in the termination of the contract.
- ATNS will only take delivery of goods subject to expiry date verifications.

CONTRACT DURATION

The duration of the contract will be 12 months, and a legally binding contract will be concluded by ATNS and the successful service provider(s), which will outline each party's performance rights and obligations.



ANNEXURE B: SPECIFICATIONS

DETAILED SPECIFICATIONS

Find below details of the items to be delivered.

1. Consumables

Item Description
Selati Brown Sugar 10kg or Equivalent
Choice Assorted biscuits 2kg or Equivalent
Clover Low Fat Milk 1 litre or Equivalent
Clover Full cream 1 litre or Equivalent
Cremora 1 kg or Equivalent
Five Roses 200 teabags or Equivalent
Joko Tea 200 teabags or Equivalent
Freshpak Rooibos Teabags (160 tea bags) or Equivalent
Jacob's coffee 200g or Equivalent
Nescafe Classic 1 Kg or Equivalent
Nescafe Gold 200g or Equivalent
Hot Chocolate 1 kg
Nestle Milo 2Kg or Equivalent
Oros 5L or Equivalent
Ricoffy 1.5 Kg Decaff or Equivalent
Ricoffy 1.5 Kg Instant coffee or Equivalent
Stevia canderel (1000 in a box) or Equivalent
Sweetener (1000 in a box)
2-Ply White Toilet Paper – 48 rolls of toilet tissue
Black Refuse Bags (50pkt)
Handy Andy Hygiene Liquid 750ml or Equivalent
Dish Cloth
Dishwashing sponge
Sunlight Dish Washing Liquid 750ml or Equivalent
Bathroom liquid Hand Wash Soap 300ml - Manual Press on Bottles
Snowsoft or equivalent, Interfold hand towels (230mm x 240mm) / (1 box = 2000 individual sheets per box)



2. Accessories

Item Description
Plastic teaspoons
Ram pro heavy teaspoons
Heavy-duty stainless-steel butter knives
Harley Tablespoons
Mugs (600X 600) white



ANNEXTURE C – COSTING TABLE

Suppliers are to provide cost per unit over 12 months. The pricing must be inclusive of VAT.

A. MAFIKENG AIRPORT TOWER

Item	Description	Qty	Year 1
1.	Selati Brown Sugar 10kg or Equivalent	1	
2.	Choice Assorted Biscuits 2kg or Equivalent	1	
3.	Clover Low Fat Milk 1 Litre or Equivalent	1	
4.	Clover Full Cream Milk 1 Litre or Equivalent	1	
5.	Cremora 1 kg or Equivalent	1	
6.	Five Roses 200 teabags or Equivalent	1	
7.	Joko Tea 200 teabags or Equivalent	1	
8.	Freshpak Rooibos Teabags or Equivalent	1	
9.	Jacob's Coffee 200g or Equivalent	1	
10.	Nescafe Classic 1 Kg or Equivalent	1	
11.	Nescafe Gold 200g or Equivalent	1	
12.	Nestle Hot Chocolate 1 kg or Equivalent	1	
13.	Nestle Milo 2Kg or Equivalent	1	
14.	Oros 5L or Equivalent	1	
15.	Ricoffy 1.5 Kg Decaff or Equivalent	1	
16.	Ricoffy 1.5 Kg Instant coffee or Equivalent	1	
17.	Stevia Canderel (1000 in a box) or Equivalent	1	
18.	Sweetener (1000 in a box)	1	



19.	2-Ply White Toilet Paper – 48 rolls of toilet tissue	1	
20.	Black Refuse Bags (50pkt)	1	
21.	Handy Andy Hygiene Liquid 750ml or Equivalent	1	
22.	Dish Cloth	1	
23.	Dishwashing Sponge	1	
24.	Sunlight Dish Washing Liquid 750ml or Equivalent	1	
25.	Bathroom liquid Hand Wash Soap 300ml - Manual Press on Bottles	1	
26.	Snowsoft or Equivalent, Interfold Hand Towels (230mm X 240mm) / (1 Box = 2000 Individual Sheets Per Box)	1	
27.	Overall Total Amount Excl. VAT		
28.	VAT @ 15%		
29.	Overall Total Amount Incl. Vat		

B. PILANESBERG AIRPORT TOWER

Item	Description	Qty	Year 1
1.	Selati Brown Sugar 10kg or Equivalent	1	
2.	Choice Assorted Biscuits 2kg or Equivalent	1	
3.	Clover Low Fat Milk 1 Litre or Equivalent	1	
4.	Clover Full Cream Milk 1 Litre or Equivalent	1	
5.	Cremora 1 kg or Equivalent	1	



6.	Five Roses 200 teabags or Equivalent	1	
7.	Joko Tea 200 teabags or Equivalent	1	
8.	Freshpak Rooibos Teabags or Equivalent	1	
9.	Jacob's Coffee 200g or Equivalent	1	
10.	Nescafe Classic 1 Kg or Equivalent	1	
11.	Nescafe Gold 200g or Equivalent	1	
12.	Nestle Hot Chocolate 1 kg or Equivalent	1	
13.	Nestle Milo 2Kg or Equivalent	1	
14.	Oros 5L or Equivalent	1	
15.	Ricoffy 1.5 Kg Decaff or Equivalent	1	
16.	Ricoffy 1.5 Kg Instant coffee or Equivalent	1	
17.	Stevia Canderel (1000 in a box) or Equivalent	1	
18.	Sweetener (1000 in a box)	1	
19.	2-Ply White Toilet Paper – 48 rolls of toilet tissue	1	
20.	Black Refuse Bags (50pkt)	1	
21.	Handy Andy Hygiene Liquid 750ml or Equivalent	1	
22.	Dish Cloth	1	
23.	Dishwashing Sponge	1	
24.	Sunlight Dish Washing Liquid 750ml or Equivalent	1	
25.	Bathroom liquid Hand Wash Soap 300ml - Manual Press on Bottles	1	



26.	Snowsoft or Equivalent, Interfold Hand Towels (230mm X 240mm) / (1 Box = 2000 Individual Sheets Per Box)	1	
27.	Overall Total Amount Excl. VAT		
28.	VAT @ 15%		
29.	Overall Total Amount Incl. VAT		

C. ACCESSORIES

Item Description	Mafikeng (R)	Pilanesberg (R)
Plastic Teaspoon	1	
Ram Pro Heavy Teaspoon	1	
Heavy-Duty Stainless-Steel Butter Knife	1	
Harley Tablespoon	1	
Mugs (600X 600) white	1	
Total Excl. VAT		
VAT @15%		
Total Incl. VAT		

D. TOTAL COSTING

Total Mafikeng Airport Excl. VAT	
Total Pilanesberg Airport Tower Incl. VAT	
Overall Accessories Incl. VAT	



- All Prices must be quoted in South African Rands, exclusive of VAT
- To facilitate like-for-like comparison, bidders must submit pricing strictly in accordance with this price schedule and not utilize a different format. Deviation from this pricing schedule will result in a bid being disqualified.
- Provide quoted prices which are inclusive of all items (preparation, material, labor, and transport costs).

NB: The pricing schedule must be fully completed (100%) and submitted. Failure to comply with this instruction will result in the bid being disqualified.



ANNEXTURE C: CONTROL CENTRE UNITS ADDRESSES

AIRPORT	DELIVERY ADDRESS
Mafikeng Airport Control Tower Center	Mafikeng Airport ATNS Control Tower Bray Road, Mafikeng, 2745
Pilanesberg Airport Control Tower Center	Pilanesberg Airport ATNS Control Tower South Village, 0314

NAME OF THE COMPANY.....

DESIGNATION.....

SIGNATURE.....

CSD NUMBER.....

The Evaluation of the RFQ:

Stage 1	Acquisition strategy (B-BBEE Level 1 to 4)
Stage 2	Mandatory Requirements
Stage 3	Price and BBEE

STAGE 1

Preferential Procurement Reform:

The Preferential Procurement Regulations, 2017 pertaining to the Preferential Procurement Policy Framework Act, Act No 5 of 2000.

ATNS Preferential Procurement (PP) requirements as per the ATNS Supply Chain Management Policy which states that ATNS shall deal with suppliers in accordance with the B-BBEE Codes of Good Practice will be taken into consideration. ATNS shall deal with local B-BBEE suppliers with a B-BBEE contribution of level **1 to level 4**.



Suppliers not meeting the requirements of the Preferential Procurement are required to clearly identify any possible teaming arrangement which could be established with South African BBBEE compliant enterprises Any workable plan to train and promote black businesses or individuals through meaningful participation in this project will be considered favorably by the Company during the Tender evaluation process.

Partnership must be in the form of Joint Venture Agreement or Consortium Agreement between compliant B-BBEE and non-B-BBEE Organisation/or foreign supplier in order to meet the policy requirements.

All responsive tender offers shall be evaluated in terms of Price and B-BBEE. The 80/20 Preference Point System shall be applicable in accordance with the Preferential Procurement Framework Act (No.5) of 2000.

REFERENCE	REQUIREMENT	YES	NO
1	Does the Bidder meet the Preferential Procurement requirements? (If yes, indicate by tick below, if no complete section 2 below)		
1.1	Suppliers with BEE contribution: Level 1- 4 (this requirement is a must for local suppliers)		

STAGE 2: MANDATORY REQUIREMENTS

FAILURE TO SUBMIT ALL OF THE BELOW REQUIREMENTS WILL RESULTS ON YOUR QUOTATION BEING DISQUALIFIED

Mandatory Criteria	Proof Required
Proof of utility bill / lease agreement – the above document must have the company name or director’s name. This address will be confirmed on CK and CSD report. The supplier must reside in the North West Province.	Yes

STAGE 2: PRICE AND B-BBEE:

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Air Traffic and Navigation Services SOC Limited

Company Reg. No. 1993/004150/30
ISO 9001 certified

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South Boulevard Road, Bruma
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Tel +27 11 607 1000 | Fax +27 11 607 1570
www.atns.com

Directors: S Thobela (Chairman)
NP Mdawe (Chief Executive Officer)
JM Moholola (Chief Financial Officer)
KN Vundla, LN Ngema, ZG Myeza, JC Trembath
S Badat, KS Boqwana, N Kubheka, CR Burger, T Kgokolo

Acting Company Secretary: N Mongali



Evaluation for Price and B-BBEE

Quotations will be evaluated in terms of the ATNS' Procurement Policies and Procedures using the 80:20 point system. 80 points will be awarded for price and 20 points for B-BBEE points claimed.

PRICE	80
B-BBEE COMPLIANCE	20

B-BBEE rating certificates are applicable, and points allocated in terms of the B-BBEE Codes of Good Practice guideline as indicated in the table below. Bidders must submit valid B-BBEE Certificates and Statements which will be verified.

BBBEE Status Level of Contributor	Number of Points (80/20 System)
1	20
2	18
3	14
4	12
5	8
6	6
7	4
8	2
Non-compliant contributor	0

ATNS shall evaluate suppliers in accordance with the B-BBEE Codes of Good Practice.

All responsive tender offers shall be evaluated in terms of functionality and scoring system for Price and B-BBEE. The 80/20 Point System shall be applicable in accordance with the ATNS' Procurement Policies and Procedures.

CONTRACT TERMS

Whilst ATNS have taken every reasonable step to ensure the accuracy of this brief, the Company accepts no liability in relation to the accuracy of any representations made. Tenderer should accept that their tender response is on the basis and reliance of its own judgment and information. ATNS reserves the right to vary the scope and terms as described in this document. If any variation does take place tenderer will be advised as soon as possible in writing.

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The successful tenderer will be engaged subject to acceptance of a contract containing the standard Terms and Conditions as given. The contract contains standard clauses including a retention clause for non-satisfactory completion, breach of contract and confidentiality clauses and a requirement for the tenderer to have adequate professional indemnity insurance. All Tenderers must bear in mind that if circumstances dictate, ATNS reserves its right to withdraw from any commitments that will be entered into within this statement of work.

All designs and documentation submitted by the tenderer will be treated as confidential.

ATNS reserves the right to reject, withdraw or cancel any or all Proposals/Tenders, to undertake discussions with one or more Tenderers and to accept that tender or modified tender which in its sole judgment, will be most advantageous to the Company, price and other evaluation factors having been considered.



**PART A
INVITATION TO BID**

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)					
BID NUMBER:	ATNS/FAMM/FAPN/RFQ13/11/2022/23_	CLOSING DATE:	01 December 2022	CLOSING TIME:	15:00
DESCRIPTION	Appointment of a suitable service provider for supply and delivery of refreshments to ATNS Mafikeng Airport Tower and Pilanesberg Airport Tower – for a period of twelve (12) months as and when required				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
RFQ can be sent by email to: Simphiweq@atns.co.za					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	Simphiwe Qwabe		CONTACT PERSON		
TELEPHONE NUMBER	011 607 1475		TELEPHONE NUMBER		
FACSIMILE NUMBER	N/A		FACSIMILE NUMBER		
E-MAIL ADDRESS	Simphiweq@atns.co.za		E-MAIL ADDRESS		
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No	
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					



<p>ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?</p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>[IF YES ENCLOSE PROOF]</p>	<p>ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?</p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>[IF YES, ANSWER THE QUESTIONNAIRE BELOW]</p>
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QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? YES NO

DOES THE ENTITY HAVE A BRANCH IN THE RSA? YES NO

DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? YES NO

DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? YES NO

IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? YES NO

IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.



PART B

TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:

- 1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
- 1.2. **ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED– (NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.**
- 1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
- 1.4. **THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).**

2. TAX COMPLIANCE REQUIREMENTS

- 2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
- 2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
- 2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
- 2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
- 2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
- 2.6 WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
- 2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

NB: FAILURE TO PROVIDE / OR COMPLY WITH ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:

(Proof of authority must be submitted e.g., company resolution)

DATE:



1 PROTECTION OF PERSONAL INFORMATION

- 1.1 The Service Provider shall ensure that its employees, representatives and officers, comply with the provisions of the Protection of Personal Information Act, 2013 (“**POPIA**”) and all other applicable data protection laws and, without limitation to the foregoing, shall ensure the security and confidentiality of all Personal Information processed by that Party is in accordance with POPIA and all other applicable data protection laws.
- 1.2 The Service Provider must only process personal information of the Company and third parties on behalf of the Company, with the Company’s knowledge or authorisation, treat such information which comes to their knowledge as confidential and must not disclose it unless required by law or in the course of the proper performance of the Service Provider’s duties. The Service Provider must comply with the responsible party’s obligations in clause section 19 of POPIA.
- 1.3 Where the Service Provider, its agents, subcontractors, officers, directors, shareholders, representatives, or employees has/have access to any Personal Information held by the Company for any reason in connection with this Agreement or is/are supplied with or otherwise provided with Personal Information by the Company or on behalf of the Company for any purpose, or are supplied with or otherwise provided with Personal Information relating to the Services, the Service Provider shall:
- 1.3.1 process such Personal Information only for purposes of performing its/their obligations under this Agreement and shall not otherwise modify, amend or alter the contents of such Personal Information or disclose or permit the disclosure of such Personal Information to any third party, unless specifically authorised to do so by the Company or as required by law or any regulatory authority, and shall take all such steps as may be necessary to protect and safeguard such Personal Information.
- 1.3.2 without prejudice to the generality of the foregoing, ensure that appropriate,



reasonable technical and organisational measures shall be taken by it/them to prevent –

- 1.3.2.1 the unauthorised or unlawful processing of such Personal Information; and
 - 1.3.2.2 the accidental loss or destruction of, or damage to, such Personal Information; and
 - 1.3.2.3 promptly notify the Company when it becomes aware of any unauthorised, unlawful or dishonest conduct or activities, or any breach of the terms of this Agreement relating to Personal Information.
- 1.4 The Service Provider shall be liable for all claims, demands, actions, costs, expenses (including but not limited to reasonable legal costs and disbursements), fines, losses and damages arising from or incurred by reason of any wrongful processing of any Personal Information by the Service Provider (including its agents, subcontractors, officers, representatives or employees) for any breach of its obligations or warranties in terms of clause.
- 1.5 Both Parties will comply with their obligations under POPIA in relation to personal information for which they are the responsible party.
- 1.6 The Service Provider must notify the Company immediately where there are reasonable grounds to believe that personal information has been accessed or acquired by any unauthorised person (Data Breach) and must assist the Company, at its own cost: a) with any investigation or notice to the Regulator or data subjects that the Company may make in relation to a Data Breach; and b) in responding to any directions by the Regulator to publicise the Data Breach, including assisting the Company to make public announcements if required.
- 1.7 The Service Provider indemnifies the Company against any civil or criminal action or administrative fine or other penalty or loss as a result of the Service Provider's breach of this clause.



POPIA CONSENT

- The Service Provider, by submitting its proposal/ quotation, consents to the use of his/her personal information contained therein and confirms that:
- The information is voluntarily supplied, without undue influence from any party; and
- The information is necessary for the purposes of the engagement with ATNS.
- The tenderer acknowledges that he /she is aware of his/her right to:
- Access the information at any reasonable time for the purposes of rectification thereof.
- Object to the processing of the information.
- Lodge a complaint with the Information Regulator.